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ABSTRACT

The impact of collective bargaining on student personnel professionals (SPPs) is examined in terms of the conditions of employment and implications for the profession. Statistics presented show that SPPs have not been involved in collective bargaining to the extent of other university professionals. Less than one-third of the campuses included SPPs in the teaching unit, apparently due to a perception that SPPs are management with interests not directly related to those of the teaching faculty. Over 90 percent of the teaching faculty units that do include SPPs were at the community college level. The criteria by which inclusion or non-inclusion of SPPs in bargaining units is determined are listed. Issues of SPP concern include bargaining unit fragmentation, the conferring of academic rank, the contractual work week, and student/counselor ratio. With increasing costs and declining enrollments greater pressure will be exerted on SPPs to organize and bargain collectively. It is concluded from the research that the student personnel profession is far from an equitable and secure position in the college and university structure. (PHR)

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COLLECTIVE BARGAINING AND ITS IMPACT ON STUDENT PERSONNEL PROFESSIONALS

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INTRODUCTION

That faculty in higher education bargain collectively with their employers is a well established fact. Collective bargaining agreements are now in effect at over 300 institutions covering more than 650 campuses in both the private and public sectors. Enabling legislation governing such bargaining relationships exists in 24 states, while private universities and colleges are afforded coverage under the terms of the National Labor Relations Act. Thus, while our nation's college faculties have increasingly chosen to enter employment relationships based on collective bargaining, student personnel professionals (SPPs) have not been included in the vast majority of negotiated agreements.

Research conducted by the National Center for the Study of Collective Bargaining in Higher Education indicate that student personnel professionals are included in only 100 of the 300 faculty bargaining units recently found on our nation's campuses. Separate bargaining units composed of SPPs and/or allied groups number less than ten. Thus, while it appears that collective bargaining is widely accepted in higher education, the full impact and gains from the bargaining process have yet to be realized by SPPs. The purpose of this speech is to examine the impact that collective bargaining has had

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on SPPs from the vantage point of the terms and conditions of employment and what implications may be observed for the profession.

COLLECTIVE BARGAINING MODEL

Collective bargaining and its impact on higher education is part of the ongoing debate amongst "the community of self governing scholars." Questions about governance, collegiality, elitism and professional standards are continually raised vis-a-vis the collective bargaining relationship as faculties have wrestled with the issue of whether or not to bargain collectively with their employers. Indeed, the legality of some bargaining relationships have recently been upset by the United States Second Circuit Court of Appeals in NLRB v. Yeshiva University, 582 F. 2nd 686 (2nd Cir. 1978). This case, which declared that the entire faculty at Yeshiva University were both supervisors and managers of the university and were therefore exempt from coverage of the NLRA, is currently on appeal to the United States Supreme Court with a decision not being expected to be handed down until the early part of 1980.

Collective bargaining can co-exist on the university campus along with Academic Senates and other traditional governance models. Such dual models calling for a sharing of roles exists on hundreds of campuses and have served to restructure the distribution of authority. Recent surveys reported in The Chronicle of Higher Education (Feb. 13, 1978) indicate that about seventy-five percent of all faculty support unionization initiatives. While the acceptance and participation of bargaining is a well established characteristic of employment by teaching faculty, it is not so by SPPs or by those charged with the responsibility of making unit determination decisions. Table I

describes the current status of the collective bargaining relationships with respect to unit determination and inclusion for SPPs.

TABLE I - UNIT DETERMINATION/INCLUSION
COLLECTIVE BARGAINING STATISTICS

Collective Bargaining Agreements in force	301
Campuses covered by CBAs	650
Number of Collective Bargaining Agreements which include Student Personnel Workers in unit	100
Number of separate bargaining units in which Student Personnel Workers are the primary group	7

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Several reasons have been advanced as to why SPPs have not been a part or have chosen to take part in the collective bargaining process. In addition to the threshold question of union organization and representation, concerns have been raised over the impact of bargaining and the relationship it might have upon students that are served by SPPs.

Quite often the SPP's roles are misunderstood by the teaching staff who have not perceived them as part of the faculty. The failure of the profession to not have better articulated their role in the instructional process has accounted in part for this problem. This is in marked contrast to librarians who, on most campuses, are considered as teaching faculty.

If the threshold question of organizing is answered in the affirmative then the first question to be addressed is that of unit determination. The issue of separate units for student personnel professionals and other non-teaching professionals must be studied. Fisher and Packwood (1975) urges

that the student personnel workers remain within the faculty bargaining units. They suggest, "that they strive to be a part of the faculty bargaining unit and that they attempt to secure leadership positions within that unit."

Almost all of the literature surveyed supports the contention that if SPPs elect to bargain collectively, they should do so as part of the main faculty unit. Phalen (1977) and Silverman (1971) argue that "student personnel workers are often occupying a marginal status as workers on many campuses and must try to balance their own needs of personal survival with that of the needs of the student. Although the risk of undermining their relationship with the students are real if they do embrace the collective bargaining model, the personal issues of job security and survival often takes priority."

David Leslie, (1972) urges that "the role of student personnel worker be transformed to that of a mediator between the faculty, administration and the students at the university." This mediator role has been used as a justification as to why student personnel professionals are not truly members of the teaching faculty and therefore, should be excluded from the faculty bargaining unit.

Feder, (1959) submits that "student personnel workers are not a separate profession and urges their inclusion in the prime bargaining unit since they are often granted dual administrative/faculty appointments."

Chesebrough, urges "the inclusion of the student personnel professionals into the primary faculty bargaining unit." If they are excluded he claims...counselors would be downgraded to clerical workers or upgraded

to administrators with no administrative advantages...it loosens the strength of the larger faculty unit in bargaining and creates a different and undesirable salary structure...tends to structurally isolate them from the teaching faculty.

The major argument favoring the exclusion of SPPs from the teacher bargaining units center around the managerial and administrative roles that SPPs perform. On many campuses, they are perceived as management and having interests not directly related to teaching faculty. The academic processes including but not limited to publishing, research and degree requirements are often required of teaching faculty and not SPPs. (See Aaron, 1974).

BARGAINING UNITS

The election of bargaining agents in those institutions in which SPPs are included in the teaching unit indicate that public two-year are the overwhelming type in this category. Table II gives the breakdown of agents by institution category.

TABLE II

COLLECTIVE BARGAINING AGENTS FOR STUDENT PERSONNEL WORKERS INCLUDED IN TEACHING FACULTY UNIT

N=100

	NEA	AFT	AAUP	INDEP.	TOTAL
PUBLIC 2-Yr.	53	27	1	6	87
PRIVATE 2-Yr.	1	0	0	0	1
PUBLIC 4-Yr.	1	0	3	2	6
PRIVATE 4-Yr.	2	3	1	0	6

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Over ninety percent of the units in which SPPs are included in the teaching faculty unit are found in community colleges. The major reasons advanced accounting for this phenomena include:

a) Community college faculty often have their roots in secondary schools in which the collective bargaining process has a greater history.

b) Community college missions deal with providing occupational education, has brought faculties into greater contact with the trade union models, thus, creating a spillover effect.

c) The rapid growth of community colleges came at a time when the unionized campus experienced its period of greatest memberships, thus, the two developed side by side.

UNIT DETERMINATION

Most recognition clauses that include SPPs list them as Counselors and do not identify them any further. Those few agreements that include SPPs as a separate unit use terminology such as "Non-Academic and/or Non-Faculty". (See Agreement between Eastern Michigan University and the United Auto Workers).

The EMU local demonstrated the strength of the bargaining unit to their particular advantage when they conducted a four week strike in April of 1976. This action, along with Non-Teaching Professionals (NTPs), occurred at the time student financial aid allotments were due and generated a great deal of concern at the university. Thus, in this instance, it appears that the narrow community of interest of SPPs and NTPs were successful in conducting a stoppage at a time that overall faculty leverage would have been marginal.

While the issue of units and unit fragmentation continue to be a source of concern, it is significant to note that at two of the nation's largest universities, The City Univerity of New York and State University of New York SPPs are a part of the university wide unit.

If contested, the placement of SPPs into units most often is governed by National Labor Relations Board and Public Employment Relations Boards type rulings which issue unit determination findings. The following criteria are generally followed by these agencies and should be familiar to those involved in unit questions.

a) community of interest
b) similarity of skills
c) similarity of working conditions
d) supervisory status
e) compatibility of unit
f) interchange among employees
g) are activities closely related to teaching
h) are the individuals "professional employees"

TERMS AND CONDITIONS OF EMPLOYMENT

Collective Bargaining Agreements are negotiated to impact on the terms and conditions of employment of the majority of the bargaining unit. Thus, in a unit where teaching faculty comprise the largest numbers, the SPPs and NTPs included often are covered by language that might not be directly related to them. Item: such as faculty rank, academic year, promotion, and evaluation procedures are difficult to superimpose on SPPs in faculty bargaining units.

Table III illustrates the numbers of institutions that do confer the academic year and academic rank on SPPs. Approximately two-thirds of the institutions identified as including SPPs in teaching faculty bargaining units do grant the academic year and utilize negotiated teaching faculty evaluation procedures for SPPs while only one-third confer academic rank to SPPs.

TABLE III

N=100

COLLECTIVE BARGAINING AND STUDENT PERSONNEL WORKERS

	EVALUATION PROCEDURE	ACADEMIC RANK CONFERRED	ACADEMIC YEAR
2-Yr. Institutions	56	27	55
4-Yrs. Institutions	10	4	5
TOTALS:	66	31	60

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The contractual work week for SPPs is an issue of major concern in the bargaining relationship. The concept of the professional not having a specific delineated work week is well accepted in academe for the teaching faculty, however, in over 70% of the CBAs that include SPPs in the unit, the work week is a matter for bargaining. Table IV shows a work week range of 30-40 hours with the 35 hour work week being most prevalent.

TABLE IV

CONTRACTUAL WORK WEEK FOR STUDENT PERSONNEL WORKERS

N=100	30 HRS.	35 HRS.	36 HRS.	37.5 HRS.	40 HRS.	NO MENTION
2-Yr. Institutions	3	34	2	9	15	25
4-Yr. Institutions	0	6	0	1	1	4
TOTALS:	3	40	2	10	16	29

STUDENT COUNSELOR RATIOS

The issue of job security of SPPs is a most difficult one in the collective bargaining process. Perceived as a support and ancillary service, they sometimes are amongst the first to be let go when retrenchment moves are made on a campus. While teaching faculty can generate FTEs and therefore, bring in tuition funds to a university, the same cannot be said for SPPs. While the number of CBAs that specifically provide for a student/counselor ratio is less than 10, the language and concept is worthy of mention.

A. OAKLAND COMMUNITY COLLEGE - NEA -

Student Loads for Counselors

> A faculty member who has an educational counselling contract shall be assigned a student load by the counselling department. All campus students, except those covered by special contract, such as apprentice/technical and externally funded projects, e.g., CETA, WIN, shall be assigned to an Educational Counselor. However, a student shall not be required to be counselled unless his academic standing is in jeopardy according to the Educational Progress Scale. Extension students shall not be counted in the Educational Counsellors' on campus load. Under these circumstances, the maximum number of students assigned to an Educational Counsellor shall be 440 per session. The 440 shall be reduced by the number of students in each section devoted to group instruction.

B. ROGER WILLIAMS COLLEGE - NEA -

> No full-time faculty member shall be expected to service more than the equivalent of one hundred thirty (130) students per semester without his/her consent or additional compensation.

C. COMMUNITY COLLEGE OF PHILADELPHIA - AFT -

> There will be one (1) Counselor for every four hundred and fifty (450) full-time equivalent students.

D. ERIE COMMUNITY COLLEGE - NEA -

> The College will strive to achieve a Counselor-Student ratio of one counselor for every two hundred fifty (250) full-time students of their equivalents.

E. ONONDAGA COMMUNITY COLLEGE - NEA/AFT -

> The administration shall strive to establish and maintain the counselor-student ratio of one counselor for every 250 full-time students or their equivalent.

> The range of 130 to 1,000 appears to indicate no general consensus or agreement as to what the ratio ought to be. The issue of student ratios has become a focal point for those who argue for the retention of SPPs. The arguments advanced include that if a ratio is mandated and then is exceeded the employer is in violation of the agreement. This would insure continued work for the present counseling staff, as well as a buffer zone for any new hires. On the other hand, should the FTE number fall below the negotiated ratio, retrenchment could be expected to follow.

CONCLUSION

The student personnel profession is at a crossroads with respect to the collective bargaining process. Statistics indicate that SPPs have not kept up with their professional colleagues on the university campus with respect to partaking in collective bargaining. Less than one-third of the organized campuses include SPPs in the teaching unit, while only a handful of SPP units have been established on their own.

As declining enrollments and retrenchment continue on our nation's campuses, coupled with an increase in union organizing efforts, greater pressures will be generated upon SPPs to organize and bargain collectively

for their own professional growth and job security.

Thus, while the debate will continue to generate discussion, the research clearly establishes that the student personnel profession has a way to go to achieve a more equitable and secure position within the college and university structure.